

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oracle Packaging, Inc.		10/13/2006	CORPORATION: OHIO
Oracle Flexible Packaging, Inc.		10/13/2006	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Harris N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
Internal Address:	5th Floor Center		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1322147	ORACLE	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7812		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	nathaniel.panek@goldbergkohn.com		
Correspondent Name:	Nathaniel Panek		
Address Line 1:	55 East Monroe St.		
Address Line 2:	Ste. 3700		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	2072.031		
NAME OF SUBMITTER:	Nathaniel Panek		
Signature:	/nathaniel panek/		

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Date:

01/29/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified from time to time, the "Agreement") is made as of this 13th day of October, 2006 by each of ORACLE PACKAGING, INC., an Ohio corporation ("OPI") and ORACLE FLEXIBLE PACKAGING, INC., a North Carolina corporation ("OFP" and, together with OPI, each a "Grantor" and collectively, the "Grantors"), in favor of HARRIS N.A., an Illinois banking corporation, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee").

### W I T N E S S E T H

WHEREAS, Grantors, certain Affiliates of Grantors, Grantee and Lenders are entering into that certain Credit Agreement of even date herewith (as amended or otherwise modified from time to time, the "Credit Agreement"), pursuant to which Grantee and Lenders will make loans and other financial accommodations to or for the benefit of Grantors and certain of its Affiliates; and

WHEREAS, pursuant to the terms of that certain Master Security Agreement of even date herewith by and among Grantors and the other parties thereto in favor of Grantee (as amended or otherwise modified from time to time, the "Security Agreement"), each Grantor has granted to Grantee a security interest in substantially all of the assets of such Grantor, including, without limitation, all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired or arising trademark applications and trademarks, trade names and trademark licenses (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications) (collectively, "Trademarks") to secure the payment of all amounts owing by Grantors to Grantee and Lenders under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Each Grantor warrants and represents to Grantee that:

(i) such Grantor is the sole and exclusive owner of the entire right, title and interest in and to each Trademark purported to be owned by it as set forth on Schedule 1 hereto, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by such Grantor not to sue third persons;

(ii) such Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) such Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and the Security Agreement have been terminated, such Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and such Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

5. Product Quality. Each Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantors certifying Grantors' compliance with the foregoing.

6. New Trademarks. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, either Grantor shall (i) become aware of any existing Trademarks of which such Grantor has not previously informed Grantee, (ii) adopt any new Trademarks of which such Grantor has not previously informed Grantee or (iii) file any "intent to use" application or statement of use or amendment to allege use with respect to any Trademark that is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and such Grantor

shall give to Grantee prompt written notice thereof. Each Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Litigation. If, before the Obligations shall have been satisfied in full or before the Credit Agreement and the Security Agreement have been terminated, either Grantor shall become aware of any suits or actions commenced or threatened with reference to any Trademark, Grantors shall give to Grantee prompt written notice thereof.

8. Duties of Grantors. Each Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by such Grantor and (iii) ensure that the Trademarks are and remain enforceable.


9. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, each Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and each Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Grantee in the exercise of its rights under this Section 9.

10. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as such Grantor's true and lawful attorney-in-fact, with power to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks, (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement and the Security Agreement have been terminated. Each Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to any Grantor.

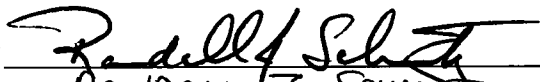
*[Signature Page Follows]*

IN WITNESS WHEREOF, each Grantor has duly executed this Trademark Security Agreement as of the date first written above.

ORACLE PACKAGING, INC.

By   
Name RANDALL J. SCHMITZ  
Title VP

ORACLE FLEXIBLE PACKAGING, INC.

By   
Name RANDALL J. SCHMITZ  
Title VP

**SCHEDULE 1**

**TRADEMARKS**

**ORACLE PACKAGING, INC.:**

Trademark

Serial No.

U.S. Registration No.

ORACLE

73-482198

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